

**EXHIBIT A
AGREEMENT**

SERVICE AGREEMENT

Sterling Infosystems, Inc. ("Sterling") and the client named below ("Client") agree that Sterling shall make available to Client employment screening and/or background checking services ("Services") subject to this Service Agreement ("Agreement"). The Effective Date of this Agreement is as set forth below. Sterling's signature, in consideration of the mutual obligations set forth in this Agreement, each party agrees to the terms and conditions below and represents that this Agreement is executed by its duly authorized representative:

	STERLING BACKCHECK	Client:	STAFFING CONNECTIONS
Signature:		Signature:	<i>Kimberly Tracanti</i>
Print Name:	Benjamin Stewart	Print Name:	<i>Kimberly Tracanti</i>
Title:	Enterprise Sales Executive	Title:	<i>President & CEO</i>
Date:	June 4, 2104	Date:	<i>June 4, 2014</i>

1. Services

1.1 Sterling shall make available to Client the services listed on Attachment A attached hereto at the prices set forth on such Attachment.

1.2 This initial term of this Agreement shall commence on the Effective Date or such other date as the parties may agree in writing, and continue for a term of thirty-six (36) months. Thereafter this Agreement shall automatically renew for additional twelve (12) month terms unless either party gives notice of its intent not to renew at least thirty (30) days prior to the end of the initial term or then current renewal term, as applicable; provided that Sterling shall not commence the provision of Services until Client has completed and executed the End User Certification and Credentialing Application in the form determined by Sterling, the terms of which are incorporated by reference herein, and the Credentialing Application has been approved. The initial term and any renewal period constitute "the Term" of this Agreement.

1.3 During the Term Sterling shall be Client's exclusive provider of employee screening services, including without limitation verifications and criminal background searches.

2. Invoicing and Payment

2.1 Sterling will invoice Client monthly and payment shall be due with thirty (30) days of the date of invoice. A late payment charge of the lesser of 1¼% per month or the highest lawful rate may be applied to any outstanding balances until paid.

2.2 Sterling reserves the right to revise its pricing for Services upon thirty (30) days written notice. Notwithstanding the foregoing, in the event state or local government fees payable by Sterling in connection with the provision of Services increase during the Term, Sterling may pass along such price increase to Client upon notice.

2.3 Client will pay any applicable taxes relating to this Agreement, other than taxes based on Sterling income and

franchise - related taxes.

3. Restrictions on Use

3.1 Client will obtain and use any Consumer Report or Investigative Consumer Report, as those terms are defined in the Fair Credit Reporting Act ("FCRA"), solely for the purpose(s) designated by the Client in the Credentialing Application and in accordance with the End User Certification signed by the Client. Client will not provide any part of the Services to others, whether directly or indirectly, through incorporation in a database, report or otherwise.

3.2 Client will use the Services only in compliance with all applicable local, state, federal and international laws, rules, regulations or requirements, including, but not limited to the FCRA and the Fair and Accurate Credit Transactions Act ("FACTA") and applicable state and local laws and regulations.

4. Confidentiality

4.1 Client shall not disclose any background screening reports provided by Sterling hereunder except as permitted by this Agreement or required by law, provided that Client is not prohibited from disclosing such report to the subject of such report.

4.2 Each party ("Recipient") will treat all information provided by the other party ("Discloser") that Discloser designates in writing to be confidential in the same manner as Recipient treats its own confidential information. Discloser represents and warrants that it has all necessary legal rights, title, consents and authority to disclose such confidential information to Recipient. Confidential information shall not include information that (i) is or becomes a part of the public domain through no act or omission of Recipient; (ii) was in Recipient's lawful possession prior to Discloser's disclosure to Recipient; (iii) is lawfully disclosed to Recipient by a third-party with the right to disclose such information and without restriction on such disclosure; or (iv) is independently

developed by Recipient without use of or reference to the confidential information. Client shall not disclose the negotiated pricing or terms of this Agreement to any third party.

5. Disclaimers

5.1 Client acknowledges that the depth of information collected by Sterling varies among sources and Sterling cannot act as an insurer or guarantor of the accuracy, reliability or completeness of the data. Client shall be responsible for determining that its use of the Services complies with all applicable federal, state or local law, rule or regulation, including but not limited to FCRA and FACTA.

5.2 EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, (A) STERLING DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (B) STERLING DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING AVAILABILITY OF A SERVICE, SERVICE LEVELS OR PERFORMANCE.

6. Limitation of Liability

6.1 NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE BY CLIENT HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LOSS, DAMAGE, INJURY, CLAIM, COST OR EXPENSE OCCURRED.

6.3 Notwithstanding anything to the contrary, the exclusions and limitations set forth in Section 6.1 and Section 6.2 above shall not apply with respect to breach of Section 3 or 4.

7. Termination

7.1 Sterling may immediately suspend Services, in whole

or in part, under this Agreement without notice (i) upon Client's failure to pay amounts when due, (ii) if Client files bankruptcy or reorganization or fails to discharge an involuntary petition within sixty (60) days after filing date, or (iii) if Sterling reasonably believes that its provision, or Client's use, of the Services shall violate the FCRA or other applicable law. In the event of material breach of this Agreement by Client or Sterling, the non-breaching party may terminate this Agreement if such breach is not cured within forty-five (45) days of written notice of breach; provided that if such breach is not capable of being cured the non-breaching party may terminate this Agreement upon written notice.

7.2 The provisions set forth in Sections 4, 5, 6, 7.2, 8 and 9 will survive the termination of this Agreement.

8. Choice of Law; Disputes

8.1 This Agreement is governed by and construed in accordance with the laws of the State of New York, without regard to choice of law provisions. Any disputes arising out of this Agreement that cannot be resolved by the parties will be brought in state or federal court located in New York County, New York.

9. Miscellaneous

9.1 This Agreement, addenda, exhibits and/or schedules (including the End User Certification and Credentialing Application), constitute the entire agreement between Sterling and Client regarding the Services. All prior agreements, both oral and written, between the parties on the matters contained in this Agreement are expressly cancelled and superseded by this Agreement. In no event shall any terms or conditions included on any form of Client purchase order apply to the relationship between Sterling and Client hereunder, unless such terms are expressly agreed to by the parties in writing. Any amendments of or waivers relating to this Agreement must be in writing signed by the party, or parties, to be charged therewith.

9.2 This Agreement binds and inures to the benefit of the parties and their successors and permitted assigns, except that neither party may assign this Agreement without the prior written consent of the other party; however, Sterling may assign the Agreement to any of its affiliated companies or in connection with a merger or consolidation involving Sterling (so long as the assignment is to the newly merged or consolidated entity) or the sale of substantially all of Sterling's assets (so long as the assignment is to the acquirer of such assets).

ATTACHMENT A
PRICING

STERLINGBACKCHECK SERVICES	
Social Security Trace / Address Verification	\$2.00
County Criminal Record Search *	\$8.00 per county
7 Year Unlimited Criminal County Conviction Search* <i>Based off the Addresses Found in the Social Security Trace</i>	\$21.50
Unlimited Criminal County Conviction Search* <i>Based off the Addresses Found in the Social Security Trace</i>	\$27.00
Unlimited Criminal Federal District Conviction Search <i>Based off the Addresses Found in the Social Security Trace</i>	\$8.00
Enhanced Nationwide Criminal Database Search <i>Validated with County Criminal Record Checks</i>	\$3.50
ArrestDirect™ <i>Validated with County Criminal Record Checks</i>	\$4.00
Statewide Criminal Conviction Search <i>Only in States where County Searches are not available</i>	\$7.00 + State Fee
FACIS Level 1 (Includes OIG, GSA, OFAC and FDA)	\$5.00
Department of Justice National Sex Offender Search	\$6.50
Professional License Verification	\$8.00
Motor Vehicle Record	\$3.75 + State Fee
Education Verification**	\$8.00
Employment Verification**	\$8.00
Credit Report***	\$4.00
Managed Adverse Action	\$5.75

Prices are exclusive of applicable sales tax.

Pricing is valid for sixty (60) days, at which point SterlingBackcheck reserves the right to make modifications.

* Includes all County Court fees except in NY, ME, VT, and Puerto Rico.

** Third party fees will be passed on at cost if a such a service is required to complete verification (The Work Number/National Student Clearinghouse)

*** \$80.00 one-time site inspection fee for consumer credit reports

URINE DRUG TESTING (Laboratory-Based)	Price
Standard 9-Panel - Includes in-network collection (performed at a Patient Service Center operated by LabCorp or Quest Diagnostics) and laboratory analysis for Marijuana, Cocaine, Amphetamines/Methamphetamines, Opiates, Phencyclidine, Benzodiazepines, Barbiturates, Methadone, and Propoxyphene. Confirmation testing performed, if necessary.	\$30 Per Test
Out-Of-Network Collection (for specimen collections conducted at test sites other than Patient Service Centers operated by LabCorp or Quest Diagnostics).	Cost Plus \$4 Current average costs approximate to \$19, with a general range of \$12 - \$25

ADDITIONAL SUBSTANCE ABUSE TESTING SUPPORT	Price
Laboratory-Based Specimen Retest	\$150.00 Per Test Shipping costs passed through to client
Regulated/Non-Regulated Laboratory Documentation Package - at least 15 business days advance written notification provided.	\$250.00 Per Package Shipping costs passed through to client
Expert Witness Testimony - to be conducted at client site with at least 10 business days advance written notification provided.	\$1,600.00 Per Day All reasonable travel/lodging costs passed through to client.
Expert Witness Testimony - to be conducted at client site with less than 10 business days advance written notification provided.	\$2,000 Per Day All reasonable travel/lodging costs passed through to client.
Expert Witness Testimony - to be conducted at Sterling site with at least 5 business days advance written notification provided (if more than 45 minutes required).	\$200 Per Hour
Expert Witness Testimony - to be conducted at Sterling site with less than 5 business days advance written notification provided (if more than 45 minutes required).	\$300 Per Hour

***** Please note, servicing or support beyond that specified above may incur additional fees *****



END USER CERTIFICATION

In compliance with the Federal Fair Credit Reporting Act, as amended (the "FCRA"), Staffing Connections ("End User") hereby certifies to Sterling Infosystems, Inc. (Sterling) that it understands and will comply with End User's obligations under the FCRA, as set forth below.

1. End User certifies that all of its orders for information products from Sterling shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq., permissible purposes only:

- a) Section 604(a)(2). As instructed by the consumer in writing.
- b) Section 604(a)(3)(B). For employment purposes including evaluating a consumer for employment, promotion, reassignment, or retention as an employee, where the consumer has given prior written permission.

2. End User, unless End User elects to utilize Sterling's Electronic Signature product, will ensure that prior to procurement or causing the procurement of a consumer report or investigative consumer report (collectively the "report") for employment purposes as required by law:

- a) A clear and conspicuous disclosure has been made in writing to the consumer prior to the report being procured or caused to be procured, in a document that consists of only the disclosure that a consumer report will be obtained for employment purposes. This disclosure will satisfy all requirements identified in the Fair Credit Reporting Act, as well as any applicable state or local laws; and
- b) The consumer has authorized in writing the procurement of the report by the End User.

Further, End User, unless End User elects to utilize Sterling's Electronic Signature product, will additionally ensure that prior to procurement or causing the procurement of an investigative consumer report for employment purposes as required by law:

- a) A clear and conspicuous disclosure has been made in writing to the consumer prior to the report being procured or caused to be procured, in a document that consists of only the disclosure as set forth in 2a) above, and that an investigative consumer report including information as to the consumer's character, general reputation, personal characteristics and/or mode of living will be obtained for employment purposes; and
- b) Such disclosure contains a statement advising the consumer of his/her right to request a complete and accurate statement regarding the nature and scope of the requested investigative consumer report and his/her right to request a copy of the rights of the consumer under the FCRA, a copy of which is attached hereto ("Summary of Consumer Rights"). If the consumer makes such a request in a reasonable amount of time, End User agrees to provide the name and address of the outside agency to whom requests for any of these reports has been made. This information shall be provided no later than five days after the date on which the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

3. Additionally, to the extent End User is requesting Sterling to provide iCORI information, End User also affirms that: (i) End User notified the consumer in writing of, and received permission via a separate authorization for Sterling to obtain and provide CORI information to End User; (ii) End User is in compliance with all federal and state credit reporting statutes; (iii) End User will not misuse any CORI information provided in violation of federal or state equal employment opportunity laws or regulations; and (iv) End User will provide Sterling with a statement of the annual salary of the position for which the subject is screened.

4. Additionally to the extent End User requests any reports covered by the California Investigative Consumer Reporting Agencies Act ("ICRA"), California Civil Code Sections 1786 et seq., and/or the Consumer Credit Reporting Agencies Act ("CCRAA"), California Code Sections 1785.1, et seq., which require consent from the consumer, End User also affirms that: (i) it will request and use information products solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12; and (ii) it will provide a clear and conspicuous disclosure in writing to the consumer, which discloses solely: (A) that an Investigative Information Products may be obtained; (B) the permissible purpose of the Investigative Information Products; (C) the End User's name, mailing address, website address, and toll-free telephone number; (D) that the report will include information on the consumer's character, general reputation, personal characteristics, and mode of living; (E) the nature and scope of the investigation to be performed, including a summary of the provisions of California Civil Code Section 1786.22; (F) the consumer's right to



inspect Sterling's files about the subject by providing proper identification and Sterling will provide the subject with trained personnel and explanation of any codes to help understand those files; and (G) a box that the consumer may check to request a copy of the report and if the consumer checks that box, a copy of the report will be sent to the consumer within three business days after End User receives the report, along with the name, address, and telephone number of the person at End User who issued the report and how to contact him/her.

a. End User also certifies that under all applicable circumstances, it will comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the Information Product, informing the consumer in writing of the End User's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRA and CCRAA.

b. End User also will comply with all other requirements under applicable California law, including, but not limited to, any statutes, regulations, and rules governing the procurement, use and/or disclosure of any information producers, including, but not limited to, the ICRA and CCRAA.

5. In using a report for employment purposes, before taking any adverse action based in whole or in part on the report, the End User shall provide to the consumer or authorize Sterling on behalf of the End User to provide to the consumer to whom the report relates:

- a. A copy of the report; and
- b. A copy of the Summary of Consumer Rights and any applicable state summary of rights; and
- c. Provide the individual with a reasonable opportunity of time to correct any erroneous information contained in the report (and provide Sterling's name and contact information) and if the individual is ultimately disqualified, provide an Adverse Action letter, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act.

End User confirms that it must inform Sterling if any requested report is not to be used for employment purposes.

End User confirms that it will not use the information contained in a report in violation of any applicable federal, state or local equal employment opportunity or other law, rule, regulation, code or guideline, including, but not limited to the Fair Credit Reporting Act and Title VII of the Civil Rights Act of 1964. End User accepts full responsibility for complying with all such laws and using the information products it receives from Sterling in a legally acceptable fashion. To that end, End User agrees to comply with and provide all statutorily required notices in Section 615 of the Fair Credit Reporting Act or other state laws when using information products. End User accepts full responsibility for any and all consequences of use and/or dissemination of those products. End User further agrees that each consumer report will only be used for a one-time use.

End User agrees to have reasonable procedures for the fair and equitable use of background information and to secure the confidentiality of private information. End User agrees to take precautionary measures to protect the security and dissemination of all consumer report or investigative consumer report information including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports.

As a condition of entering into this Agreement, End User certifies that it has in place reasonable procedures designed to comply with all applicable local, state, and federal laws. End User also certifies that it will retain any information it receives from Sterling for a period of five years from the date the report was received, and will make such reports available to Sterling upon request. This certification is incorporated into and made part of the Agreement, if applicable.

End User understands that the credit bureaus require specific written approval before the following persons, entities and/or businesses may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, business that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscription companies, individuals involved in spiritual counseling or persons or entities that are not an End User or decision maker.



End User also confirms that while it might provide Sterling with copies of consent forms or related documents in order to provide Sterling with information necessary to provide its services, Sterling is not required to maintain copies of such documents and any obligations to retain such documents under federal or state law remain solely with End User. However, should End User elect to utilize Sterling's Electronic Signature product, Sterling will maintain electronic copies of consent forms. End User agrees to indemnify and hold harmless Sterling, its predecessors, successors and assigns, and their current and former officers, directors, employees, agents and independent contractors, both individually and in their official capacities from any liability and attorneys' fees incurred due to End User's violation of any of the terms of this Certification or failure to comply with applicable law.

End User also confirms that it shall not use Social Security Number trace results in any way, directly or indirectly, for the purpose of making employment decisions.

End User hereby acknowledges receipt of the Summary of Consumer Rights and receipt of "Notice to Users of Consumer Reports: Obligations of Users under the FCRA", also attached hereto.

Kimberly Taccati 6-4-11
Authorized Signature Date
Kimberly Taccati
Name/Title
Sterling Connections
Company/End User

All users of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.